

## REMARKS

### 1. Summary of Office Action

In the Office Action mailed March 25, 2008, the Examiner withdrew claims 14-36 and 46-83 from further consideration pursuant to 37 CFR 1.142(b) as being drawn to a nonelected species, there being no allowable generic or linking claim.

Claims 1-6, 11-13, 37 and 40-44 were rejected under 35 U.S.C. § 102(b) and 35 U.S.C. § 103(a) as being anticipated by Hendricks et al (US 5,659,350).

Claims 7-10 and 38-39 were rejected under 35 U.S.C. 103(a) as being unpatentable over Hendricks et al (US 5,659,350).

### 2. Status of Claims

Currently pending are claims 1-13 and 37-44 of which claims 1 and 41 are independent, and the remainder of the claims are dependent. In this Amendment and Response, independent claims 1 and 41 have been amended. Claim 45, which was not used, has been cancelled.

### 3. Response to Rejections under 35 U.S.C. § 102(e) and 103(a)

In Applicants' presently claimed invention, media content in a preferred embodiment is downloaded to a platform within the customer premises in an "unrenderable" state. The media content is unrenderable in that it has "digital rights associated with it" so "that it is disabled from viewing until purchased by the viewer." Pg. 7, lines 24-28.

The digital rights associated with the media content prevent the content from being, decompressed, decrypted, etc. so that it cannot be viewed until the subscriber has purchased and paid to access the content. Pg. 18, lines 8-18. The pending independent claims call for the stored

media content to be converted “to a renderable state upon the purchase of the right to render” (or similar language to that effect). Claims 1 and 41. With the media content already stored on the subscriber’s platform, the content can be made immediately available once the subscriber has purchased the content, without requiring the program content to be ordered and delivered, and the further delay that would be entailed.

In contrast, the allegedly “unrenderable” content in the Hendricks ‘350 patent is actually renderable. Although the content may be multiplexed, compressed, encrypted, etc., it can be rendered by demultiplexing, decoding, decompressing, deencrypting. Col. 6, lines 1-25. Indeed, Hendricks does not teach that its content is unrenderable. Rather Hendricks teaches an “in-home decompression capability” to enable viewing “by a standard television system.” Col. 6, lines 25-43.

Hendricks further fails to show the ability “to convert the stored media content to a renderable state upon the purchase of the right to render” as called for by Applicants’ independent claims. Applicants’ “stored media content” is the content that has already been delivered and stored by the subscriber and then can be purchased by the subscriber. Pg. 7, lines 23-24, Fig. 1. In contrast, Hendricks’ program content is not stored content on the subscriber premises as Applicants’ presently amended claims require. Rather, Hendricks’ pay-per-view programs must be paid for and then delivered as Hendricks describes the programs being “individually ordered by the subscriber” whereupon “each program individually being assigned dates to be played” and the necessary “allocation of transponder space” for transmitting the program to the subscriber (extensively discussed in columns 33-37). Thus, Hendricks spends considerable effort discussing the transponder and the bandwidth allocation necessary to deliver the content to the subscriber. In fact, an advantage of Applicants’ present invention is that content already has been delivered to the

subscriber. Thus, once the subscriber purchases the content there is no need for the scheduling and delay associated with delivering content to the subscriber.

Independent claims 1 and 41 have been amended to reiterate these distinctions.

## **CONCLUSION**

The Applicants submit that the application is in good and proper form for allowance and respectfully request the Examiner to pass this application to issue. The cited prior art does not show content that is delivered to the subscriber location with digital rights that maintain the content unrenderable until the digital rights are purchased. Because the independent claims 1 and 41 are allowable, the dependent claims are allowable for the same reasons. If, in the opinion of the Examiner, a telephone conference would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney, at 312-913-2134.

Respectfully submitted,

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